position, as I understood it, was that the plaintiffs as brokers in each case effected the contract with a disclosed principal as agent for an undisclosed principal. The defendant, in effect, sold to the plaintiffs who in turn sold to a 3rd person establishing, so it seems to me, complete privity in law between two principals.

I am satisfied that the defendant well knew that the plaintiffs were acting as brokers on his behalf. At the commencement of the transactions in question the defendant used to visit the brokers trading room in order to sign the confirmation slips and on one occasion had to wait there for the arrival of Taylor who was late and in my opinion he was fully aware of what was going on, as to how the contracts were made and the procedure generally. In every case the Advice of Purchase or Sale Notes with the brokerage added were sent to him by the plaintiffs and in respect of the first monthly period of trading the brokerage was in fact paid by the defendant. I have no doubt that he recognised, approved and accepted the fact that the plaintiffs were being employed on his behalf to act as brokers in these transactions. The defendant, in my opinion, took a keen interest in his rubber dealings and followed the trend of the market closely. He was obtaining advice not only from the plaintiffs but through Tai Joo one of the biggest rubber dealers in Singapore and he was granted the use of a room in Hoe Tai & Co.'s office in which to transact his rubber dealings and through whose firm he was also obtaining advice and information. The defendant was, in my opinion, fully aware that he could, and he did in fact, give instructions to the plaintiffs with regard to his rubber transactions and that he was free to buy or sell as he wished.

In conclusion I think I should add that in the light of Mr. Holiday's evidence, which I accept, and as a result of my own examination of the voluminous documents which have been produced before me as a result of the very full discovery made by the plaintiffs in this case I am satisfied that they have throughout acted as brokers in the ordinary course of their business as such.

The defence has, in my view, failed on all points and there must be judgment for the plaintiffs for the amount claimed with interest thereon at the rate of 6 per centum per annum from the 7th of November, 1955, until the date hereof, and costs.

Judgment for the plaintiffs.

Solicitors: *Drew & Napier; Elias Bros.; Rodyk & Davidson*

BACHAN SINGH v. MELAH SINGH & ORS.

[A. C. J. (Smith J.) July 1, 1957]

[K.L. — Civil Revision No. 2 of 1955]

Costs — 1947 Rule No. 3 — Whether this rule applies to costs awarded in revision.

In this case there was an appeal from a ruling by the learned Senior Asst. Registrar who ruled that 1947 Rule No. 3 has no application to costs awarded on revision by the High Court of the proceedings of a subordinate Court. The question was whether the words "appeal or cross appeal from a decision of a lower Court" could be construed to include a revision under section 55 of the Courts Ordinance, 1948.

Held: 1947 Rule No. 3 has no application to proceedings in revision.

CIVIL REVISION.

Eugene Lye for the petitioner.

Lim Sun Hoe for the respondents.

Smith J. : — This appeal from a ruling by the learned Senior Assistant Registrar raises the question whether 1947 Rule No. 3 has any application to costs awarded on revision by the High Court of the proceedings of a subordinate Court. The question is whether the words "appeal or cross appeal from a decision of a lower Court" are, in this particular context, wide enough to include a revision under section 55 of the Courts Ordinance, 1948.

The point is that the effect of 1947 Rule No. 3 appears to be to limit in ordinary cases the amount of costs which the successful party will recover to a figure lower than that which he would previously have recovered and to that extent takes away something favourable which previously existed.

The words used are "appeal or cross appeal." These words appear to be particularising: a more general intention would be shewn by the single word "appeal".

Throughout our written law "appeal" and "revision" are treated entirely separately. No instance has been cited to me where they are treated as similar topics. The language appears to me to be unambiguous and I cannot see that to construe the words as excluding revision creates any absurdity.

I consider that 1947 Rule No. 3 has no application to proceedings in revision and accordingly dismiss the appeal.

Appeal dismissed.

Solicitors: *Eugene Lye & Hoh; Bannon & Bailey.*